

RESTRICTIVE COVENANTS AND PROVISIONS AFFECTING  
HEAVNER ESTATES, SECTION B, SITUATED IN THE STATE OF WEST VIRGINIA,  
STATE ROUTE 28, APPROXIMATELY 5 MILES SOUTH OF THE CITY OF RIDGELY, FRANK-  
FORT DISTRICT, MINERAL COUNTY, WEST VIRGINIA

Following are the covenants, agreements, provisions, conditions and restrictions, which are intended to be and shall be taken as covenants to run with the land, affecting that property known as "Heavner Estates", Section B, which was conveyed with other real estate to Clearview Company, Inc., a corporation, from Richard H. Evans, et., al., by deed bearing date on the 10th day of March, 1973, and of record in the Office of the Clerk of the County Court of Mineral County, West Virginia, in Deed Book No. 188, page 17, and which covenants, agreements, provisions, conditions and restrictions are intended to be and shall be taken as conditions of any conveyance from said "Heavner Estates", Section B; and one of the expressed conditions thereof, and which shall apply and exist over, under and upon all of the land in said "Heavner Estates", Section B, is that said covenants, etc., shall be incorporated in every deed of conveyance by reference and be binding upon each and every grantee, and their heirs, successors and assigns, of any portion of said "Heavner Estates", Section B, and which restrictive covenants, agreements, etc. are of record in the aforesaid County Clerk's Office in Deed Book No. \_\_\_\_\_, page \_\_\_\_\_, to-wit:

1. No building or structure other than a building used for residence, garage, or utility building for use in connection therewith, or a church, school, library, civic building, nonprofit recreational building, or other building erected for cultural or educational use, shall be built or placed upon the premises, and the premises and the buildings built or placed thereon shall not at any time be used for the purposes of any trade, business or manufacture whatsoever, except of that/a duly licensed medical doctor or dentist occupying a building as his private residence may maintain a part-time office therein, and except that a builder, broker, or developer may maintain an office on the premises so long as any house or parcel he owns included in said "Heavner Estates" remains unsold. No residence shall be built

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on any parcel containing less than one-half acre and no building shall be built with less than 950 square feet floor space on the first floor.

2. No tents, shacks, trailers or garages shall be occupied as living quarters on said premises.

3. The premises shall be used for the residential and other purposes above enumerated, and in such use they shall not be used in such a way as to create any public nuisance. The failure to externally complete a residence within one (1) year from the commencement of the erection thereof and the failure to maintain any vacant parcel in such condition as will not detract from the surrounding area shall be deemed to create, and to be, a public nuisance.

4. An easement 10 feet wide over and along the front and side lines and 10 feet over and along the rear of each parcel of said "Heavner Estates" and 20 feet wide over the parcels along the outer boundary lines of said "Heavner Estates"; is hereby reserved unto the Grantors, its successors and assigns, for the construction, maintenance, and operation of electricity and telephone service, sewer, water, drainage, and other utility facilities. However, if two contiguous parcels are in single ownership, the side line restriction and this side line easement reservation shall not apply to the common interior parcel line, unless shown on a recorded plat as reserved for specific use. However, the surface shall be backfilled and smoothed with grade level as before.

5. No chickens, ducks, geese, or other type or kind of fowl, nor horses, ponies, cows or livestock of any kind whatsoever, may be kept, maintained or bred on any parcel or parcels or in any dwelling or building erected thereon, nor shall any owner or occupant be permitted to breed domestic animals for commercial purposes. Nothing in this paragraph shall prevent the keeping upon the premises of usual household pets.

6. No building may be placed closer than 25 feet to the front parcel line. Other "set back" lines shall conform to current county zoning and planning laws and regulations in effect at the time of the making of this instruments and shall be a minimum of 25 feet.

7. No signs of any kind shall be displayed to the public view on any parcel except one professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8. No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.

9. No fence, wall or hedge shall be placed or permitted to remain on any lot from the street line on which said parcel fronts to the limits of the front of the dwelling placed thereon.

10. No individual sewage-disposal system shall be permitted on any parcel unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the West Virginia Department of Health. Approval of such system, as installed, shall be obtained from such authority.

11. In validation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

12. No parcel shall be excavated except for the purpose of laying foundations for buildings to be erected thereon and except for the purpose of placing said parcel on grade.

13. The covenants, restrictions, reservations and limitations above set forth (other than the utility easements reserved in Paragraph 4 hereof which shall continue until terminated by and at the pleasure of Grantors, its successors or assigns) shall run with and bind the land included in the tract hereby conveyed, and shall inure to the benefit of and be enforceable by and binding upon the parties hereto and all persons claiming under them. Failure by any covenant, restriction, reservation or limitation herein contained, shall in no event be deemed a waiver of the right to do so thereafter for the same breach or as to one occurring prior or subsequent thereto. If any party owning

or occupying any parcel, or having an interest therein, in the said "Heavner Estates", or heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful and proper for any other person or persons owning any real property in the "Heavner Estates" to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

14. The word parcel or parcels wherever used herein refer to the parcel or parcels laid out in the aforesaid "Heavner Estates".

The conveyance of the above described premises shall not include the land lying in the bed of any street, road or highway abutting said parcel or parcels, and title to such land is hereby reserved unto Grantors, its successors or assigns, subject to use by Grantee, its successors and assigns, and its and their guests and invitees, for all purposes of ingress and egress, it being the intention of the Grantor to dedicate from time to time for public use any such street, roads, or highways as completed and accepted by a public agency and, for that purpose, to transfer and convey its title in and to said lands to the State, County or other political subdivision authorized to exercise ownership and jurisdiction over such public ways and it being the further intention of Grantor that Grantee shall have the use of all streets, roads, and highways in the "Heavner Estates", Section B, and until such roads are accepted by public authority. Granted also to the grantees of any parcel is the right to use the road leading from Route #28 to the property herein described for all lawful purposes consistent herewith.

A road or roads maintenance fee of \$2.00 per month shall be assessed and charged to each property owner, the same to be billed and paid semiannually in advance. Should said \$2.00 assessed fail to cover the costs of required maintenance, such costs shall be divided equally between the property owners in said Addition as of the nearest semi-annual date, the semi-annual dates being January 1 and July 1 of each year. In the event a property owner or owners fails or refuses to pay said assessment of \$2.00 per month, or such other assessment as shall be



required to be paid hereunder, said assessment shall constitute a lien against such property owner's real estate, and may be recorded against his or her real property in the Office of the Clerk of the County Court of Mineral County, West Virginia, and collected by way of civil suit by the Clearview Company, Inc., its successors and assigns, or at the relation of any property owner similarly situated with the owner or owners failing or refusing to pay the assessment charged and required to be paid hereunder.

15. It is further covenanted that the undersigned developer will at a future date proceed to form a non-profit corporation under the laws of the state of West Virginia for maintenance and governing purposes of "Heavner Estates" and or Crestwood area adjoining "Heavner Estates", both of which are developments of the Clearview Company, Inc. The owner of each of said parcels, by the acceptance of the covenants here of, agrees to become and shall be a member. A membership in said corporation shall be limited to the purchasers or owners of the parcels in said development. The articles of incorporation of said corporation shall specify among the enforcement of all restrictive covenants and conditions, covenants and conditions for maintenance and preservation, and improvement of said properties, the construction, operation and maintenance of a water system, and the repairing, maintenance and improvement of the streets and alleys in said development as permitted by law. Each of the owners of parcels in this development agree to pay to said corporation, when requested, reasonable assessments for such purposes as are herein above outlined. It is to be expressly understood by the owners of any of the lots and/or parcels in this addition, that the developer, Clearview Company, Inc., its successors and assigns, shall not by the terms of this Paragraph 15, or by reason of any other provisions herein, be responsible for or under any obligation to supply or provide water or sewage, or water or sewage systems, to any of the parcels in said "Heavner Estates", Section B, nor shall said Clearview Company, Inc., its successors or assigns, be prohibited from or hindered in the selling of and lots or parcels in said "Heavner Estates", either as to the number sold or size of same; nor shall said Clearview Company, Inc., its successors or assigns, be controlled, by reason of the terms

hereof, as to the use of any lots or parcels not expressly affected by these conditions, restrictions or covenants, even though such other lots or parcels may adjoin or be contiguous with lots or parcels in "Heavner Estate" Section B. Its by-laws shall provide that the owners of each parcel in said development shall be entitled to one vote per parcel, and that the corporation shall be managed by a board of directors consisting of not less than three (3) members, all of whom shall own at least one parcel in said development. The undersigned further agrees that upon the organization of said corporation that it will convey to said corporation its reversionary interest and title and all rights that may arise out of the covenants and restrictions herein set forth.

IN WITNESS WHEREOF, Clearview Company, Inc., a corporation, has caused these presents to be adopted, approved and executed, all being duly authorized therefor, and its corporate seal to be hereunto affixed, at Ridgeley, West Virginia this 15th day of November, 1976.



CLEARVIEW COMPANY, INC.,  
a corporation,

ATTEST: Kathleen Heath BY: G. Edward Heavner  
SECRETARY PRESIDENT

STATE OF WEST VIRGINIA,  
COUNTY OF MINERAL, to-wit:

I, Patricia R. McDowell, a Notary Public in and for the County and State aforesaid, do hereby certify that G. Edward Heavner, who signed the foregoing and hereunto annexed Restrictive Covenants and Provisions for and on behalf of Clearview Company, Inc., a corporation, as its president, has this day before me in my said County and State acknowledged the same to be the act and deed of said corporation.

Given under my hand this 15th day of November, 1976.

My Commission Expires:

August 18, 1985

Patricia R. McDowell  
Notary Public

Prepared by G. Edward Heavner, Ft. Valley, W. Va.

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO - WIT:

Be it remembered that on this 22nd day of December, 1976 at 3:00 o'clock P M., the foregoing Restrictive Covenants with the certificate thereto annexed, was presented in the Office of the Clerk of the County Commission and admitted to record.

Walter May Valentine, et al  
Clerk County Commission